

# WARRANT IN DEBT (Civil Claim for Money)

Commonwealth of Virginia VA. CODE § 16.1-79

City of Richmond General District Court - Civil Division (804) 646-6461 General District Court  
Second Floor, John Marshall Courts Bldg, 400 N. 9th St - Suite 203, Richmond, Va. 23219-1546

TO ANY AUTHORIZED OFFICER: You are hereby commanded to summon the Defendant(s).  
TO THE DEFENDANT(S): You are summoned to appear before this Court at the above

address on JUL 24 2007 at 10:00 a.m. to answer the Plaintiff(s) civil claim (see below).  
RETURN DATE AND TIME

JUN 22 2007 DATE ISSUED June Hughes ☐ CLERK ☐ DEPUTY CLERK ☐ MAGISTRATE

Claim: Plaintiff's claim that Defendant(s) owe Plaintiff(s) a debt in the sum of

\$ 15,000.00 net of any credits, with interest at 9.99 % from date of 02/22/2007

until paid \$ 48.00 costs, and \$ N/A attorney's fees with the basis of this claim being

☐ Open Account ☐ Contract ☐ Note ☒ Other (EXPLAIN) Visa Plat.

Homestead Exemption waived? ☐ Yes ☒ No ☐ cannot be demanded

06/08/2007 DATE Annelle Butler ☐ PLAINTIFF ☐ PLAINTIFF'S ATTORNEY ☒ PLAINTIFF'S EMPLOYEE/AGENT

## CASE DISPOSITION

☒ JUDGMENT that the Plaintiff(s) recover against ☐ Named Defendant(s) ☐

\$ 14403.79 net of any credits, with interest at 9.99 % from 2/22/07 until paid

\$ 48.00 costs and \$ 0 attorney's fees

HOMESTEAD EXEMPTION WAIVED? ☐ YES ☐ NO ☐ CANNOT BE DEMANDED

☐ JUDGMENT FOR ☐ NAMED DEFENDANT(S) ☐ 8-20-08 See

☐ NON-SUIT ☐ DISMISSED ORDER 5/10/08

Defendant(s) Present? ☒ YES 7/24 Carey Dignale ☐ NO

DATE 1/29/08 Rendell D. H. JUDGE

FORM DC-412 (FRONT) PC (114-6-010 3/00)

034182 JUN 21 07

CASE NO. 78  
Virginia Credit Union, Inc. 8-11-04  
POB 90010 D. Coates  
Richmond, VA 23225  
804-323-6000

DEFENDANT(S) 130648  
DONNA K SOUTTER 12/1/04

COURT: Outpaper County

POSC

CIF#: 0000226919 Acct#: 0022691900  
C/C#: 4756-4337-7004-4392

## WARRANT IN DEBT

\*\*\*  
TO DEFENDANT: You are not required to appear;  
however, if you fail to appear, judgment may be  
entered against you. See the additional notice on the  
reverse about requesting a change of trial location.

☐ To dispute this claim, you must appear on the  
return date to try this case.

☒ To dispute this case, you must appear on the return  
date for the judge to set another date for trial.

\*\*\*

Bill of Particulars ORDERED 20-08

Grounds of Defense ORDERED 20-08

ATTORNEY FOR PLAINTIFF(S) ORDERED 20-08

ATTORNEY FOR DEFENDANT(S) ORDERED 20-08

DISABILITY ACCOMMODATIONS FOR LOSS OF hearing, vision, mobility, etc., contact the court ahead of time.

HEARING DATE AND TIME  
JUL 24 2007  
10:00 a.m.

9-18-07

10-23-07

11-20-07

1-29-08

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# WARRANT IN DEBT (Civil Claim for Money)

Commonwealth of Virginia VA. CODE § 16.1-79  
 City of Richmond General District Court - Civil Division (804) 646-6461 - General District Court  
 Second Floor, John Marshall Courts Bldg., 400 N. 9th St - Suite 203, Richmond, Va. 23219-1546  
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 TO THE DEFENDANT(S): You are summoned to appear before this Court at the above

address on JUL 24 2007 at 10:00 a.m. to answer the Plaintiff(s)' civil claim (see below).  
 RETURN DATE AND TIME

JUN 22 2007

DATE ISSUED June 24 2007  
☐ CLERK ☐ DEPUTY CLERK ☐ MAGISTRATE

Claim: Plaintiff claim that Defendant(s) owe Plaintiff(s) a debt in the sum of

\$ 15,000.00 net of any credits, with interest at 9.99 % from date of 02/22/2007

until paid \$ 48.00 costs, and \$ N/A attorney's fees with the basis of this claim being

☐ Open Account ☐ Contract ☐ Note ☒ Other (EXPLAIN) Visa Plat.

Homestead Exemption waived? ☐ Yes ☒ No ☐ cannot be demanded

06/08/2007 DATE James B. Bette PLAINTIFF'S ATTY ☒ PLAINTIFF'S EMPLOYEE/AGENT

## Case Disposition

JUDGMENT against ☒ named Defendant(s) ☐

for \$ 15,000.00 net of any credits, with interest at 9.99 % from date of 02.22.07  
 until paid, \$ 48.00 costs and \$ 0.00 attorney's fees

HOMESTEAD EXEMPTION WAIVED? ☐ YES ☒ NO ☐ CANNOT BE DEMANDED

☐ JUDGMENT FOR ☐ NAMED DEFENDANT(S) ☐

☐ NON-SUIT ☐ DISMISSED

Defendant(s) Present? ☒ Yes ☐ No

7:34:07 DATE James B. Bette JUDGE

"ELECTRONIC OR COMMUNICATION DEVICES NOT ALLOWED IN COURTHOUSE"  
 Warrant, if 7/05 used in lieu of FORM DC-412 (FRONT) REVISED 7/04 PC (114-3-010 10/04)

CASE NO. 034182 JUN 21 07

Virginia Credit Union, Inc.  
 POB 90010 P.O. Box 124  
 Richmond, VA 23225  
 804-323-6000

DEBTOR(S)  
 DONNA K. SMITH

CULPEPER VA 22701-001

Jurisdiction: Culpeper County

CIF#: 0000226919 Acct#: 0022691900  
 C/C#: 4756-4397-7004-4392

## WARRANT IN DEBT

TO DEFENDANT: You are not required to appear; however, if you fail to appear, judgment may be entered against you. See the additional notice on the reverse about requesting a change of trial location.

☐ To dispute this claim, you must appear on the return date to try this case.

☒ To dispute this case, you must appear on the return date for the judge to set another date for trial.

Bill of Particulars ORDERED

Grounds of Defense ORDERED

ATTORNEY FOR PLAINTIFF(S)

ATTORNEY FOR DEFENDANT(S)

HEARING DATE

AND TIME  
 JUL 24 2007

10:00 a.m.

9-18-07

10-23-07

11-20-07

1-29-08

5

JUN

JUDGMENT PAID OR SATISFIED PURSUANT TO ATTACHED NOTICE OF SATISFACTION.

DATE

CLERK

DISABILITY ACCOMMODATIONS for loss of hearing, vision, mobility, etc., contact the court ahead of time.

**WARRANT IN DEBT (Civil Claim for Money)**

Commonwealth of Virginia VA. CODE § 16.1-79  
City of Richmond General District Court - Civil Division (804) 646-6461. General District Court  
Second Floor, John Marshall Courts Bldg., 400 N. 9th St - Suite 203, Richmond, Va. 23219-1546  
TO ANY AUTHORIZED OFFICER: You are hereby commanded to summon the Defendant(s).  
TO THE DEFENDANT(S): You are summoned to appear before this Court at the above

address on JUL 24 2007 at 10:00 a.m. to answer the Plaintiff(s)' civil claim (see below).  
RETURN DATE AND TIME

JUN 22 2007  
DATE ISSUED Donna K Soutter  
☐ CLERK ☐ DEPUTY CLERK ☐ MAGISTRATE

Claim: Plaintiff(s) claim that Defendant(s) owe Plaintiff(s) a debt in the sum of

\$ 15,000.00 net of any credits, with interest at 9.99 % from date of 02/22/2007

until paid \$ 48.00 costs, and \$ N/A attorney's fees with the basis of this claim being

☐ Open Account ☐ Contract ☐ Note ☒ Other (EXPLAIN) Visa. Plat.

Homestead Exemption waived? ☐ Yes ☒ No ☐ cannot be demanded

06/08/2007 DATE ☐ PLAINTIFF ☐ PLAINTIFF'S ATTY ☒ PLAINTIFF'S EMPLOYEE/AGENT

**CASE DISPOSITION**

JUDGMENT against ☐ named Defendant(s) ☐ net of any credits, with interest at 9.99 % from date

for \$ 15,000.00 until paid \$ 48.00 costs and \$ N/A attorney's fees  
HOMESTEAD EXEMPTION WAIVED? ☐ YES ☐ NO ☐ CANNOT BE DEMANDED

☐ JUDGMENT FOR ☐ NAMED DEFENDANT(S) ☐

☐ NON-SUIT ☒ DISMISSED w/o prejd. see order

Defendant(s) Present? ☐ YES ☒ NO

3-20-08 DATE

Donna K Soutter JUDGE

FORM DC-412 (PAGE ONE OF TWO) 07/04 PDF

CASE NO. 034182 JUN 21 07

Virginia Credit Union, Inc. 8-13-07  
POB 90010 12-13-07  
Richmond, VA 23225  
804-323-6000

DEBTOR(S) Donna K Soutter

Jurisdiction: Culpeper County

CLF#: 0000226919 Acct#: 0022691900  
C/C#: 4756-4397-7004-4392

**WARRANT IN DEBT**

TO DEFENDANT: You are not required to appear; however, if you fail to appear, judgment may be entered against you. See the additional notice on the reverse about requesting a change of trial location.

☐ To dispute this claim, you must appear on the return date to try this case.

☒ To dispute this case, you must appear on the return date for the judge to set another date for trial.

\*\*\*

Bill of Particulars ORDERED DUE 08-20-08

Grounds of Defense ORDERED DUE 08-20-08

ATTORNEY FOR PLAINTIFF(S)

ATTORNEY FOR DEFENDANT(S)

**HEARING DATE AND TIME**

JUL 24 2007

10:00 a.m.

9-18-07

10-23-07

11-20-07

1-29-08

3-20-08

JUDGMENT PAID OR SATISFIED PURSUANT TO ATTACHED NOTICE OF SATISFACTION.

DATE \_\_\_\_\_ CLERK \_\_\_\_\_

DISABILITY ACCOMMODATIONS for loss of hearing, vision, mobility, etc., contact the court ahead of time.

**AFFIDAVIT - DEFAULT JUDGMENT  
SERVICEMEMBERS CIVIL RELIEF ACT**  
Commonwealth of Virginia VA. CODE. § 8.01-15.2

Case No.: \_\_\_\_\_

JUL 24 2007 10:00 am

RETURN DATE AND TIME

- ☐ Circuit Court  
☒ General District Court  
☐ Juvenile and Domestic Relations District Court

City of Richmond  
CITY OR COUNTY

Virginia Credit Union, Inc. v. DONNA K SOUTTER

In re: Pamela Bethel, the undersigned affiant, states the following under oath:

☐ The defendant/respondent ☐ is in military service ☐ is not in military service

The following facts support the statement above:

☒ the affiant is unable to determine whether or not the defendant is in military service

06/08/2007  
DATE

Pamela Bethel  
AFFIANT'S SIGNATURE

The above-named affiant personally appeared this day before the undersigned, and upon duly being sworn, made oath that the facts stated in this affidavit are true to the best of his or her knowledge, information and belief.

06/08/2007  
DATE

[Signature]  
☐ CLERK ☐ DEPUTY CLERK ☐ MAGISTRATE ☐ JUDGE

☒ NOTARY PUBLIC My commission expires: 12/31/2010

**NOTICE REGARDING APPOINTMENT OF COUNSEL TO REPRESENT ABSENT SERVICEMEMBER:**

Where appointment of counsel is required pursuant to 50 U.S.C. app. § 521 or 522, the court may assess attorneys' fees and costs against any party, as the court deems appropriate, and shall direct in its order which of the parties to the case shall pay such fees and costs, except the Commonwealth unless it is the party that obtains the judgment.

**FOR COURT USE ONLY:**

**ORDER OF APPOINTMENT OF COUNSEL**

I find that appointment of counsel is required pursuant to 50 U.S.C. app. § 521 or 522 and therefore, I appoint the lawyer indicated below to represent the absent servicemember named as defendant/respondent above.

NAME, ADDRESS  
OF COURT  
APPOINTED  
LAWYER

NEXT HEARING DATE AND TIME

DATE

JUDGE

### Please Sign Me Up for Automatic Payment of my VACU Credit Card

I'd like to have the following payment on my credit card made from my VACU checking account:

Check only one option:

Account Number: \_\_\_\_\_ suffix

☐ Minimum payment due

Signature \_\_\_\_\_

☐ Last statement balance

Date \_\_\_\_\_

☐ Fixed dollar amount \* \$ \_\_\_\_\_

*\*(If less than the minimum payment due,  
then the minimum payment will be deducted)*

☐ Please send me 10 convenience checks so I can pay off other lenders.

### Credit Card Disclosure Required By Federal Law

Type of credit card	Annual percentage rate (APR) for purchases	Grace Period for repayment of the balance for purchases	Method of computing the balance for purchases	Annual Fees	Minimum finance charge	Transaction fee for purchase
Visa Platinum	9.99%	25-day grace period before a finance charge on purchases will be imposed	Average daily balance (including new purchases)	None	None	None
Visa Gold	13.00%	Same as above	Same as above	None	None	None
MasterCard Visa	9.96% introductory fixed rate for all new purchases applied to the account within the first 90 calendar days from the account opening date and in effect until such purchases are paid off; 13.96% regular fixed rate for all subsequent purchases.	Same as above	Same as above	None	None	None

Transaction fee for cash advances, including transfers and convenience checks: Visa Gold, Visa, Mastercard: None; Visa Platinum: 2% of the advance, maximum \$10.00 (waived first 90 days). Late fee: \$10.00 each payment 30 days or more late. Over-the-credit-limit fee \$10.00. The information about the cost of the cards described in this application was printed in August 2000 and was accurate as of such date. The information is subject to change after that date. To find out what may have changed call (804) 323-6800 or toll free (800) 285-6609 or write VACU, POB 90010, Richmond, VA 23225-9010.



## VIRGINIA CREDIT UNION

### CREDIT CARD AGREEMENT & DISCLOSURE STATEMENT

Information is accurate as of June 1, 2005. To find out what may have changed, call us at (804) 323-6800 or toll free (800) 285-6609.

ANNUAL PERCENTAGE RATE (APR) <small>(Fixed Rate for Purchases)</small>	
*Which APR you received was based on our internal credit criteria, including a review of your application and consumer report. Annually we will re-evaluate your credit information based on our internal credit criteria and at such time, your APR is subject to decrease or increase. If your APR changes, you will be notified at least 15 days prior to such change. The exact APR you qualified for was disclosed to you in a prior, separate notice. If you did not receive this notice, contact us immediately.	
8.99% APR, monthly periodic rate 0.749%	
9.99% APR, monthly periodic rate 0.833%	
10.99% APR, monthly periodic rate 0.916%	
11.99% APR, monthly periodic rate 0.999%	
12.99% APR, monthly periodic rate 1.083%	
13.99% APR, monthly periodic rate 1.166%	
16.99% APR, monthly periodic rate 1.416%	
19.99% APR, monthly periodic rate 1.666%	
Disclosures applicable to all VACU cards	
APR for Cash Advances and Balance Transfers - SAME AS FOR PURCHASES	
Grace Period for Repayment of Balances for Purchases - 25 DAYS (No Grace Period For Cash Advances)	
Method of Computing the Balances for Purchases - AVERAGE DAILY BALANCE (Including New Purchases)	
Annual Fee - NONE	
Minimum Finance Charge - NONE	
Transaction Fee for Purchases - NONE	
Transaction Fee for Cash Advance - NONE	
Late Payment Fee - \$20	
Over-the-Credit-Limit Fee - \$20	
The required minimum periodic payment is the greater of: (1) \$10 or 2.00% (2.50% effective 09-01-05) of that portion of the New Balance that does not exceed your credit limit, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due, whichever is greater; or (2) the total New Balance as shown on your periodic billing statement if the balance is under \$10. Payments should be mailed to the address indicated on your periodic billing statement.	
The monthly periodic rate used to compute the FINANCE CHARGE is determined by dividing the APR by 12 months.	

error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error, explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about. If you have authorized us to pay your credit card bill automatically from your VACU share account, you can stop payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

### Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent.

However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

### Special Rule for Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)

15. Transfer or convenience checks are considered cash advances upon presentation for payment. Only check forms authorized by us are valid. All checks will remain our property and without notice to you we can: a) refuse to reissue; b) repossess; and c) limit, terminate or modify the use of such checks. Once paid, these checks are not returned to you. Upon your request, we can provide copies for a nominal fee. Our standard stop payment procedures and fees also apply to these checks.

16. You warrant and agree that your Card will not be used to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

17. Visa Gold - based on net purchases, a 1/2% rebate is paid annually. Rebate amount may be forfeited by you if the account is not in good standing or has been closed at the time the rebate is paid.

18. If you effect a transaction with your Card in a currency other than U.S. dollars, such transaction will be converted into a U.S. dollar amount. For MasterCard, the currency conversion rate is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by a factor established from time to time by MasterCard International. The currency conversion rate may differ from the rate that would have been used on the purchase date or cardholder statement posting date. For VISA, the rate of exchange between the Transaction Currency and the Billing Currency used for processing International Transactions is the Wholesale market rate or Government-mandated rate in effect one day prior to the Transaction Date, and increased by one percent.

19. Payments on non-delinquent accounts are applied to cash advances and promotional rate balances before they are applied to other charged balances. We can reject payments not denominated in U.S. dollars or not drawn on a U.S. financial institution. From time to time, we may allow you to skip a payment, finance charges will continue to accrue.

20. You understand and agree that even though your APR is a fixed rate, it is still subject to decrease or increase based on the results of our periodic credit evaluation of your credit worthiness, which includes, but is not limited to, our obtaining and evaluating your consumer credit information.

### Your Billing Rights (Keep this Notice for Future Use)

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address shown on your bill after the phrase "Send Inquiries To" as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the

LAW OFFICES  
**BERKELEY & DeGAETANI**  
1301 N. HAMILTON STREET, SUITE 200  
RICHMOND, VIRGINIA 23230-3959

ARCHIE C. BERKELEY, JR.  
FRANK J. DeGAETANI, JR.  
P. MATTHEW ROBERTS

TELEPHONE: (804) 644-0345  
TOLL FREE: (800) 293-1014  
FACSIMILE: (804) 648-1909

February 25, 2008

Sandra C. Blount, Clerk  
City of Richmond General District Court  
Civil Division  
John Marshall Courts Building  
400 N. 9<sup>th</sup> Street, Suite 203  
Richmond, Virginia 23219

Re: Virginia Credit Union, Inc.  
v. Donna K. Soutter  
Case No: GV07-034182

Dear Ms. Blount:

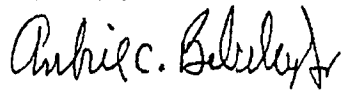
Enclosed please find a Notice of Motion on behalf of the plaintiff, which I respectfully request be placed on the 9:00 a.m. Motions docket on March 20, 2008.

By copy of this letter and as set forth in my certificate, I am advising the defendant of the same.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Thank you for your courtesies.

Very truly yours,



Archie C. Berkeley, Jr.

ACBjr/hmh  
Enclosure  
cc: Donna K. Soutter  
cc: Virginia Credit Union, Inc.  
Attn: R. David Oakes, Assistant Vice President

RECEIVED  
FEB 25 PM 3:12  
FBI - RICHMOND

VIRGINIA:

IN THE CITY OF RICHMOND GENERAL DISTRICT COURT  
JOHN MARSHALL COURTS BUILDING

VIRGINIA CREDIT UNION, INC.,

Plaintiff,

v.

Case No: GV07-034182

DONNA K. SOUTTER,

Defendant.

**NOTICE OF MOTION**

TO:

TAKE NOTICE, that on March 20, 2008, at 9:00 a.m., or as soon thereafter as may be heard, I shall appear before the Judges of the City of Richmond General District Court, Civil Division, at its Clerk's Office at the John Marshall Courts Building, 400 N. 9<sup>th</sup> Street, Richmond, Virginia, and I shall move the Court, pursuant to Virginia Code §8.01-428, to set aside the judgment entered against the defendant, Donna K. Soutter, in the captioned case for the following reasons:

1. That a default judgment was entered against the defendant on January 29, 2008, for failure of the defendant to appear in Court.
2. That the defendant was not in Court because a settlement with debt counseling had been reached with her, but the same was not told to the plaintiff's Court agent who took the judgment in error against the defendant without knowledge of the settlement.
3. That said default judgment was taken against the defendant due to the plaintiff's clerical error and failure to exercise due diligence in the same.
4. That substantial justice would be served by granting the plaintiff's Motion.



TO DEFENDANT: You are not required to appear at the hearing date unless you contest the proceeding.

WHEREFORE, the plaintiff prays that the judgment entered herein against the defendant be set aside, and the Warrant in Debt be dismissed without prejudice.

VIRGINIA CREDIT UNION, INC.

By: Archie C. Berkeley, Jr.  
Counsel

Archie C. Berkeley, Jr., (VSB No: 12581)  
BERKELEY & DeGAETANI  
1301 N. Hamilton Street, Suite 200  
Richmond, Virginia 23230-3959  
Telephone No: (804) 644-0345  
Fax No: (804) 648-1909

CERTIFICATE

I hereby certify that on the 25<sup>th</sup> day of February, 2008, a true and exact copy of the foregoing Notice of Motion was mailed, postage prepaid, to the defendant, Donna K. Soutter, at 12365 Rixeyville Road, Culpepper, Virginia 22701-0016, there being no attorney of record herein for the defendant.

Archie C. Berkeley, Jr.  
Archie C. Berkeley, Jr.

VIRGINIA:

IN THE CITY OF RICHMOND GENERAL DISTRICT COURT  
JOHN MARSHALL COURTS BUILDING

VIRGINIA CREDIT UNION, INC.,

Plaintiff,

v.

Case No: GV07-034182

DONNA K. SOUTTER,

Defendant.

ORDER

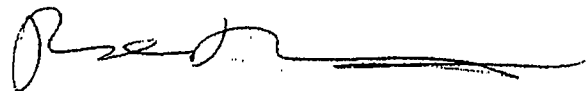
This day came the plaintiff, by counsel, after due notice to the defendant, and moved the Court pursuant to Virginia Code §8.01-428 to set aside the judgment entered in the captioned matter against Donna K. Soutter.

WHEREUPON, the Court having determined that the judgment against the defendant in the captioned matter was entered by default; that the plaintiff's agents committed clerical error in failing to communicate that a settlement with the defendant had been reached; and that substantial justice would be served by granting the plaintiff's Motion. It is therefore,

ORDERED that the judgment entered against Donna K. Soutter in the captioned matter be, and is hereby, set aside and dismissed without prejudice.

ORDERED that the Clerk of this Court provide counsel for plaintiff with a copy teste hereof.

ENTER: 3, 20, 09



Judge

I ASK FOR THIS:

Archie C. Berkeley, Jr.

Archie C. Berkeley, Jr. (VSB No: 12581)

BERKELEY & DeGAETANI

1301 N. Hamilton Street, Suite 200

Richmond, Virginia 23230-3959

Telephone No: (804) 644-0345

Fax No: (804) 648-1909